



September 25, 2018

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

RE: Fayetteville Express Pipeline LLC
Docket No. RP18-_____
Negotiated Rate Service Agreement

Dear Ms. Bose:

Pursuant to Parts 154.204 and 154.601 of the regulations of the Federal Energy Regulatory Commission (Commission), Fayetteville Express Pipeline LLC (FEP) hereby electronically submits for filing with the Commission as part of its FERC NGA Gas Tariff, First Revised Volume No. 1 and volume titled "Filed Agreements" (Tariff), the revised tariff records listed on Appendix A to this letter, to be effective on September 28, 2018.

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing is to revise certain tariff records to reflect changes to a service agreement containing a negotiated rate and non-conforming terms of service. More particularly, FEP and BHP Billiton Petroleum (Fayetteville) LLC (BHP) are currently parties to that certain Rate Schedule FTS transportation agreement No. 200045 (FTS Agreement). Recently, BHP Billiton Petroleum (Arkansas Holdings) Inc., the parent company of BHP, and MMGJ Arkansas, LLC (MMGJ) entered into a transaction whereby MMGJ will acquire all of the membership interests of BHP. The anticipated closing of this acquisition transaction is September 28, 2018. Immediately upon closing, MMGJ will effectuate a name change of the acquired BHP entity to MMGJ Arkansas Upstream, LLC. The change of control of BHP and its name change under the service agreement to MMGJ Arkansas Upstream, LLC upon the acquisition closing date is reflected in the proposed tariff sheets herein.

The subject capacity was originally contracted to Chesapeake Energy Marketing, Inc. (CEMI) under a negotiated rate, non-conforming Rate Schedule FTS service agreement as a foundation shipper on the newly constructed FEP pipeline. Thereafter, in 2011, the CEMI FTS Agreement capacity was permanently released in its entirety to BHP. The current BHP FTS agreement contains virtually all of the negotiated rates and non-conforming provisions of the CEMI service agreement, as well as creditworthiness requirements revised specifically for BHP. The non-conforming provisions were discussed in the RP11-2345-000 tariff filing of the new BHP agreement and the tariff records were accepted, as filed, by letter order issued on August 26, 2011.

The instant acquisition transaction between BHP's parent and MMGJ is also allowed under Section 25, Successors and Assigns of the General Terms and Conditions (GT&C) of Tariff. Section 25 provides that any company that succeeds by purchase, merger or consolidation to the properties, substantially as an entirety, of a shipper shall be entitled to the rights and subject to the obligations of its predecessor in title under any agreement; provided that FEP may evaluate and approve the creditworthiness of the new entity in accordance with the Tariff. Tariff GT&C Section 12.1(b)(1) provides that a shipper may provide credit security by several named types of security or other security acceptable to FEP. Similar to the prior CEMI – BHP transaction, an agreement concerning specific credit requirements between FEP and MMGJ Arkansas Upstream, LLC is necessary to keep

FEP financially indifferent to the change in control resulting from the underlying acquisition transaction. The non-conforming provisions do not present a risk of undue discrimination or affect the quality of service provided by FEP.

As the MMGJ Arkansas Upstream, LLC service agreement will retain the BHP service agreement number and replace it in the tariff, the marked tariff records identify changes to the service agreement, specifically, the name of the shipper, contract dates and creditworthiness provisions tailored to MMGJ.

In addition to the service agreement reflected in the Filed Agreements volume of the Tariff, FEP is updating the Statement of Negotiated Rates tariff record and GT&C Section 38 listing of non-conforming agreements in First Revised Volume No. 1 of the Tariff.

IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, FEP requests that the tariff records submitted herewith become effective September 28, 2018, to coincide with the effective date of the anticipated closing date of the underlying acquisition transaction. FEP respectfully requests that the Commission grant waiver of Section 154.207 of the Commission's regulations and any and all other waivers of its regulations that it deems necessary to approve the changes to the service agreement due to the change of control/name change as permitted under GT&C Section 25 of the Tariff and allow the proposed tariff records in this filing to become effective on September 28, 2018, as proposed.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. The proposed tariff records in RTF format with metadata attached are being submitted as part of an XML filing package containing the following:

- This transmittal letter, including a Statement of Nature, Reasons and Basis in PDF format
- A clean version of the proposed tariff records in PDF format for publishing in eLibrary
- A marked version of the proposed tariff changes in PDF format
- A copy of the complete filing in PDF format for publishing in eLibrary.

COMMUNICATIONS, PLEADINGS AND ORDERS

All correspondence and communications concerning this filing should be served on each of the following persons:

Michael T. Langston¹
Vice President
Chief Regulatory Officer
Fayetteville Express Pipeline LLC
1300 Main Street
Houston, TX 77002
(713) 989-7610
(713) 989-1205 (Fax)
michael.langston@energytransfer.com

Brooks Henderson¹
Director - Regulatory
Colonial Brookwood Center
569 Brookwood Village – Suite 749
Birmingham, AL 35209
(205) 325-3843
brooks_henderson@KinderMorgan.com

¹ Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. FEP respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow FEP to include additional representatives on the official service list.

Ms. Kimberly Bose, Secretary
Federal Energy Regulatory Commission
September 25, 2018
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Deborah A. Bradbury^{1 2}
Sr. Director – Regulatory Tariffs & Reporting
Fayetteville Express Pipeline LLC
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(713) 989-1205 (Fax)
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1300 Main Street
Houston, TX 77002
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(713) 989-1212 (Fax)
kevin.erwin@energytransfer.com

In accordance with Section 154.208(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at FEP's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being electronically served on jurisdictional customers and interested state regulatory commissions. FEP has posted this filing on its Internet website accessible via <http://feptansfer.energytransfer.com> under Informational Postings, Regulatory.

Pursuant to Section 385.2005(a) of the Commission's regulations, the undersigned states that he has read this filing and knows its contents, that the contents are true to the best of his knowledge and belief, and that he possesses full power and authority to sign this filing.

Respectfully submitted,

Fayetteville Express Pipeline LLC

/s/ Michael T. Langston

Michael T. Langston
Vice President
Chief Regulatory Officer

² Designated as responsible Company official under Section 154.7(a)(2) of the Commission's regulations.

FAYETTEVILLE EXPRESS PIPELINE LLC
FERC NGA Gas Tariff

Tariff Records
Proposed to be effective September 28, 2018

<u>Version</u>	<u>Description</u>	<u>Title</u>
<u>Filed Agreements</u>		
1.0.0	Agreement	K200045 (MMGJ Arkansas Upstream, LLC)
1.0.0	1.	K200045 Ex A (MMGJ Arkansas Upstream, LLC)
1.0.0	2.	K200045 Ex B (MMGJ Arkansas Upstream, LLC)
1.0.0	3.	K200045 Ex C1 (MMGJ Arkansas Upstream, LLC)
1.0.0	4.	K200045 Ex C2 (MMGJ Arkansas Upstream, LLC)
<u>First Revised Volume No. 1</u>		
4.0.0	Currently Effective Rates	6. Statement of Negotiated Rates
4.0.0	38.	Non-Conforming Agreements

STATEMENT OF NEGOTIATED RATE TRANSACTIONS
 PURSUANT TO SECTION 30

Shipper Name	Rate Schedule	Term of Contract	Contract MDQ (Dth/d)	Reservation Rate(s)	Commodity Charge(s)	Primary Receipt Point(s)/Point No(s).	Primary Delivery Point(s)/Point No(s).
Southwestern Energy Services Company	FTS	1/	1/	1/	1/	1/	1/
Cross Timbers Energy Services, Inc.	FTS	1/, 3/	1/, 3/	1/, 3/	1/, 3/	1/, 3/	1/, 3/
BP Energy Company	FTS	1/	1/	1/	1/	1/	1/
Southwestern Energy Services Company	ITS	2/	2/	2/	2/	2/	2/
MMGJ Arkansas Upstream, LLC	FTS	4/	4/	4/	4/	4/	4/

1/ This information is set out in the executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit, which have been filed with the Commission in compliance with the Commission’s Order in 129 FERC ¶ 61,235 at Docket No. CP09-433-000.

2/ This information is set out in the executed Transportation Rate Schedule ITS Agreement, which has been filed with the Commission in compliance with the Commission’s Order in 129 FERC ¶ 61,235 at Docket No. CP09-433-000.

3/ This negotiated rate agreement is an assignment of an executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit which were filed with the Commission in compliance with the Commission’s Order in 129 FERC ¶ 61,235 at Docket No. CP09-433-000.

4/ This negotiated rate agreement was entered into following the acquisition of BHP Billiton Petroleum (Fayetteville) LLC (BHP) by MMGJ Arkansas, LLC (MMGJ) including the firm transportation capacity under its Rate Schedule FTS Transportation Agreement with FEP. Immediately upon closing, MMGJ changed the name of BHP to MMGJ Arkansas Upstream, LLC.

38. NON-CONFORMING AGREEMENTS

The Commission has directed that the following Agreements be filed with the Commission because they contain provisions which do not conform to FEP's pro forma service agreements.

Southwestern Energy Services Company, Transportation Rate Schedule FTS Agreement, Dated January 6, 2010 (Contract No. 200000).

Cross Timbers Energy Services, Inc., Transportation Rate Schedule FTS Agreement, Dated September 27, 2010 (Contract No. 200002).

BP Energy Company, Transportation Rate Schedule FTS Agreement, Dated December 17, 2009 (Contract No. 200003).

Southwestern Energy Services Company, Transportation Rate Schedule ITS Agreement Dated January 8, 2010 (Contract No. 200004).

MMGJ Arkansas Upstream, LLC, Transportation Rate Schedule FTS Agreement Dated September 28, 2018 (Contract No. 200045).

FAYETTEVILLE EXPRESS PIPELINE LLC

FERC NGA Gas Tariff

Filed Agreements

Effective September 28, 2018

(Section 6., Version 1.0.0) K 200045 MMGJ Arkansas Upstream, LLC

Option Code "A"

**FAYETTEVILLE EXPRESS PIPELINE LLC ("FEP")
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. _____
DATED September 28, 2018
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS**

1. SHIPPER is: MMGJ Arkansas Upstream, LLC, a Delaware limited liability company. Shipper shall be a "Foundation Shipper" under the provisions of FEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"), subject to the provisions of this Transportation Agreement.

2. MDQ: 375,000 Dth per Day

3. TERM: This Transportation Agreement shall be effective for a Primary Term from September 28, 2018 through December 31, 2020. The term of this Transportation Agreement may be extended following expiration of the Primary Term, in accordance with the provisions of Exhibit C to this Transportation Agreement and any applicable provisions of FEP's Tariff. The FEP mainline pipeline and associated facilities (including related mainline compression facilities located near Bald Knob in White County, Arkansas) from POI Nos. 78556, 78557, 78558, and 78526 (collectively, the "Arkansas Receipt Points") to the points of interconnection between FEP's pipeline system and the pipeline systems owned by Texas Gas Transmission ("TGT Interconnect"), ANR Pipeline Company ("ANR Interconnect"), and Trunkline Gas Company ("TGC Interconnect", and such interconnect collectively with the TGT Interconnect and the ANR Interconnect, the "Mississippi Interconnects"), together with the facilities at the point of interconnection between FEP's pipeline and the facilities of Natural Gas Pipeline Company of America, LLC ("NGPL Interconnect"), shall be referred to herein collectively as the "Pipeline."

4. Service will be ON BEHALF OF:

XX Shipper

..... Other:, a

5. SHIPPER'S ADDRESS

FEP'S ADDRESS

Notices:

MMGJ Arkansas Upstream, LLC
c/o Merit Energy Company, LLC
Attn: Marketing Manager
13727 Noel Road, Suite 1200
Dallas, Texas 75240

Fayetteville Express Pipeline LLC
Attn: Contract Administration
711 Louisiana, Suite 900
Houston, TX 77002

Payments:

Fayetteville Express Pipeline LLC
(FIN 26-3485704)
Wachovia Bank, NA
Winston-Salem, NC
ABA: 053000219
Acct: 2000045258682

6. OTHER PROVISIONS:

(a) Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Transportation Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in this Transportation Agreement, as may be revised from time to time.

(b) Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either FEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.

(c) No Third Party Beneficiaries. This Transportation Agreement shall not create any rights in any third parties, and no provision of this Transportation Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than FEP or Shipper.

(d) Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission ("FERC").

(e) Effect of Tariff. This Transportation Agreement shall at all times be subject to all applicable provisions of FEP's Tariff.

(f) GOVERNING LAW, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS TRANSPORTATION AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

(g) Entire Agreement. This Transportation Agreement contains the entire agreement between FEP and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Transportation Agreement shall be effective unless agreed upon in a written instrument executed by FEP and Shipper which expressly refers to this Transportation Agreement.

7. The above-stated Rate Schedule, as revised from time to time, controls this Transportation Agreement and is incorporated herein. The attached Exhibits A, B, and C are incorporated by reference and made a part of this Transportation Agreement. Shipper shall provide the actual end user purchaser name(s) to FEP if FEP must provide them to the FERC.

Agreed to by:

**FAYETTEVILLE EXPRESS PIPELINE
LLC
("FEP")**

**MMGJ ARKANSAS
UPSTREAM, LLC
("SHIPPER")**

BY: [Signature]
NAME: B. Hickey
TITLE: SVP Interstate

BY: _____
NAME: _____
TITLE: _____

6. OTHER PROVISIONS:

(a) Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Transportation Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in this Transportation Agreement, as may be revised from time to time.

(b) Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either FEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.

(c) No Third Party Beneficiaries. This Transportation Agreement shall not create any rights in any third parties, and no provision of this Transportation Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than FEP or Shipper.

(d) Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission ("FERC").

(e) Effect of Tariff. This Transportation Agreement shall at all times be subject to all applicable provisions of FEP's Tariff.

(f) **GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS TRANSPORTATION AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.**

(g) Entire Agreement. This Transportation Agreement contains the entire agreement between FEP and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Transportation Agreement shall be effective unless agreed upon in a written instrument executed by FEP and Shipper which expressly refers to this Transportation Agreement.

7. The above-stated Rate Schedule, as revised from time to time, controls this Transportation Agreement and is incorporated herein. The attached Exhibits A, B, and C are incorporated by reference and made a part of this Transportation Agreement. Shipper shall provide the actual end user purchaser name(s) to FEP if FEP must provide them to the FERC.

Agreed to by:

**FAYETTEVILLE EXPRESS PIPELINE
LLC
("FEP")**

BY: _____
NAME: _____
TITLE: _____

**MMGJ ARKANSAS
UPSTREAM, LLC
("SHIPPER")**

BY: Kathryn Dyer
NAME: Kathryn Dyer
TITLE: Assistant Secretary

FAYETTEVILLE EXPRESS PIPELINE LLC

FERC NGA Gas Tariff

Filed Agreements

Effective September 28, 2018

(Section 6.1, Version 1.0.0) K 200045 – Ex A MMGJ Arkansas Upstream, LLC

Option Code “A”

EXHIBIT A
DATED September 28, 2018
TO
FAYETTEVILLE EXPRESS PIPELINE LLC
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. _____
DATED September 28, 2018

Company: MMGJ Arkansas Upstream, LLC

Contract No.: _____

Receipt Point(s):

PRIMARY RECEIPT POINT(S):

Name / Location -----	County/Area -----	State -----	Point No. -----	MDQ (Dth) -----
Crestwood Prairie Creek	Conway	AR	78556	56,250
AMG/Center Ridge	White	AR	78557	18,750
Crestwood Twin Grove	Faulkner	AR	78558	75,000
AMG/Little Creek	White	AR	78526	125,000
SWN/Yellowstone	Conway	AR	78516	100,000

Except as authorized by the provisions of FEP's Tariff governing segmentation, in no event shall Shipper's aggregate primary receipt point capacity exceed Shipper's corresponding Contract MDQ.

Shipper shall have the right to change any of its primary receipt points to other primary receipt points on the Pipeline, subject to capacity availability.

SECONDARY RECEIPT POINT(S):

Shipper shall have rights to secondary receipt points in accordance with the provisions of FEP's Tariff, at the rates and related terms set forth in Exhibit C to this Transportation Agreement.

Receipt Pressure

Gas to be delivered to FEP at the Receipt Point(s) shall be in accordance with Section 18.1 of FEP's General Terms and Conditions, but shall not be in excess of the Maximum Allowable Operating Pressure ("MAOP") stated for each Receipt Point in FEP's Catalog of Points; provided, however, that Shipper shall tender gas to FEP at the Arkansas Receipt Points at a minimum receipt point pressure of 1100 psig or the prevailing pressure of the Pipeline, not to exceed a maximum receipt point pressure of 1167 psig; and provided further, however, that FEP shall at no time operate the Pipeline such that the receipt point pressure on the "Supply Leg" (which consists, collectively, of the Arkansas Receipt Points and the pipeline segment downstream (easterly) of the

westernmost of the Arkansas Receipt Points and upstream (westerly) of the suction side of FEP's Bald Knob, Arkansas compressor station) exceeds 1167 psig.

Rates

The rates for service under the Transportation Agreement shall be as set forth in the Negotiated Rate Agreement attached as Exhibit C to this Transportation Agreement.

**Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas
Reimbursement Percentages (%)**

Shipper will reimburse FEP for Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas in accordance with the Negotiated Rate Agreement attached as Exhibit C to this Transportation Agreement, consistent with the provisions of FEP's Tariff.

FAYETTEVILLE EXPRESS PIPELINE LLC

FERC NGA Gas Tariff

Filed Agreements

Effective September 28, 2018

(Section 6.2, Version 1.0.0) K 200045 – Ex B MMGJ Arkansas Upstream, LLC

Option Code “A”

EXHIBIT B
DATED September 28, 2018
TO
FAYETTEVILLE EXPRESS PIPELINE
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. _____
DATED September 28, 2018

Company: MMGJ Arkansas Upstream, LLC

Contract No.: _____

Delivery Point(s):

1. PRIMARY DELIVERY POINT(S):

Name / Location -----	County/Area -----	State -----	Point No. -----	MDQ (Dth) -----
Texas Gas/Lula	Coahoma	MS	TBD	37,500
ANR/Quitman	Quitman	MS	TBD	225,000
Trunkline/Panola	Panola	MS	TBD	112,500

Except as authorized by the provisions of FEP's Tariff governing segmentation, in no event shall Shipper's aggregate primary delivery point capacity exceed Shipper's corresponding Contract MDQ.

Shipper shall have the right at any time after the Effective Date to change any of its primary delivery points to other primary delivery points on the Pipeline that are no further east than the TGC Interconnect, subject to capacity availability and the provisions of FEP's Tariff regarding the awarding of primary point capacity, including the awarding of capacity when there are competing requests for use of the same point.

2. SECONDARY DELIVERY POINT(S):

Shipper shall have rights to secondary delivery points in accordance with the provisions of FEP's Tariff, at the rates and related terms set forth in Exhibit C to this Transportation Agreement.

Delivery Pressure

Gas to be delivered by FEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be in accordance with Section 18.2 of FEP's General Terms and Conditions.

FAYETTEVILLE EXPRESS PIPELINE LLC

FERC NGA Gas Tariff

Filed Agreements

Effective September 28, 2018

(Section 6.3, Version 1.0.0) K 200045 – Ex C1 MMGJ Arkansas Upstream, LLC

Option Code “A”

Contents: Exhibit C – Article 1, Article 2

**EXHIBIT C
TO
FAYETTEVILLE EXPRESS PIPELINE LLC
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. _____
DATED September 28, 2018**

NEGOTIATED RATE AGREEMENT

This Negotiated Rate Agreement ("Agreement") between Fayetteville Express Pipeline LLC ("FEP") and MMGJ Arkansas Upstream, LLC ("Shipper"), incorporated as an exhibit to Rate Schedule FTS Transportation Agreement No. _____ between FEP and Shipper dated September 28, 2018 ("Transportation Agreement"), sets forth the rates and charges for the natural gas transportation service to be provided by FEP to Shipper under the Transportation Agreement ("Negotiated Rates"), subject to the terms and the requirements of the Federal Energy Regulatory Commission ("FERC") pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term.** For service provided by FEP to Shipper under the Transportation Agreement, the Negotiated Rates set forth in this Agreement shall be effective from _____, 2018 through December 31, 2020, and thereafter to the extent provided in Section 3.4 of this Agreement, unless otherwise agreed by FEP and Shipper.

1.2 **Primary Term Reservation and Commodity Rates; Initial Rate.** For service provided by FEP to Shipper from the Eligible Receipt Points to the Eligible Delivery Points set forth in this Article 1 during the Primary Term of the Transportation Agreement, Shipper shall pay FEP the following Fixed Negotiated Monthly Base Reservation Rate and Fixed Negotiated Base Commodity Rate:

(a) **Fixed Negotiated Monthly Base Reservation Rate:** \$7.4527/Dth of Shipper's Transportation Agreement Contract MDQ (equal to \$0.245/Dth per day on a 100% load factor basis).

(b) **Fixed Negotiated Base Commodity Rate:** \$0.00/Dth.

(c) **Initial Rate:** The Fixed Negotiated Monthly Base Reservation Rate, Fixed Negotiated Base Commodity Rate, and the other rates and charges set forth below in Sections 2.1, 2.2, 2.3, and 2.4 may at times be referred to collectively in this Agreement as Shipper's "Initial Rate".

The Fixed Negotiated Monthly Base Reservation Rate and Fixed Negotiated Base Commodity Rate shall remain fixed for the Primary Term of the Transportation Agreement, regardless of any otherwise applicable maximum or minimum rate set forth in FEP's FERC Gas Tariff, as may be revised from time to time ("Tariff").

1.3 **Eligible Primary Receipt Points.** The Negotiated Rates shall apply to service provided to Shipper from the Primary Receipt Points set forth in Exhibit A to the Transportation Agreement, up to the Point MDQ at each such Point, as set forth on such Exhibit A dated as of September 28, 2018. Prior to December 1, 2012, if Shipper changes its Primary Receipt Points, then (i) the

Negotiated Rates shall apply only to such changed Primary Receipt Points to the extent that Shipper's total Primary Receipt Point volumes in any receipt point segment as set forth in the table below (each a "Receipt Point Segment") do not exceed the stated volumes set forth in such table for such Receipt Point Segment, and (ii) absent agreement of Shipper and FEP, FEP's maximum rates will apply solely to any Primary Receipt Point volumes in any Receipt Point Segment in excess of the stated volumes set forth in the table below for such Receipt Point Segment and will continue to apply for so long as, and to the extent that, such stated volumes remain exceeded in such Receipt Point Segment; provided if on or after December 1, 2012, Shipper changes its Primary Receipt Points, from time to time, then the limitations set forth in the table below shall not be applicable to those changes and the Negotiated Rates shall apply to such changed Primary Receipt Point volumes; provided that the Negotiated Rates shall not apply to points West of South Rainbow.

Receipt Point Segments	Volume Dth
Points West of Twin Groves but not West of South Rainbow	56,250
Twin Groves and Points West of Yellowstone	131,250
Yellowstone and Points East	375,000

1.4 **Eligible Secondary Receipt Points.** The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis from all receipt points on the Pipeline.

1.5 **Eligible Primary Delivery Points.** The Negotiated Rates shall apply to service provided to Shipper to the Primary Delivery Points set forth in Exhibit B to the Transportation Agreement, up to the Point MDQ at each such Point, as set forth on such Exhibit B as of September 28, 2018, and to service provided to any Primary Delivery Point under the Transportation Agreement, as amended from time to time, that is on the Pipeline.

1.6 **Eligible Secondary Delivery Points.** The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis to all delivery points on the Pipeline.

1.7 **Segmentation.** Shipper shall have segmentation rights on the Pipeline in accordance with FEP's Tariff. The Negotiated Rates shall apply to all firm transportation service provided to Shipper in accordance with Shipper's capacity segmentation rights, to the extent that there is no overlap of firm capacity paths because of such segmentation. Segmentation solely at the point level shall not constitute an overlap of Shipper's capacity paths. Shipper shall pay no additional reservation or commodity charges for use of such capacity segmentation rights.

ARTICLE 2 **ADDITIONAL RATES AND CHARGES**

2.1 **AOS Rates.** Unless otherwise agreed by Shipper and FEP, Shipper shall pay FEP the applicable rate for Authorized Overrun Service ("AOS"), as set forth in FEP's Tariff; provided, however, that during the Primary Term of the Transportation Agreement, Shipper shall pay FEP an AOS rate of \$0.15/Dth for all AOS provided on the Pipeline, up to a maximum quantity of 50,000 Dth/d ("AOS Quantity").

2.2 **Surcharges; Imbalance and Penalty Charges.** The rates to be charged for service under the Transportation Agreement to which the Negotiated Rates apply shall include, in addition to the other rates and charges set forth in this Agreement, the ACA surcharge, and only such other surcharges which: (i) the FERC may from time to time permit interstate pipelines to charge, as a matter of general policy, in addition to, and without duplication of any portion of FEP's Tariff base reservation rates; and (ii) have been filed with and approved by the FERC as a standard tariff charge by a majority of Class 1 interstate natural gas pipelines at the time at which FEP files for and

receives the approval of the FERC to impose such charge; provided, however, that FEP shall discount any such other surcharges to the maximum extent permitted under FEP's Tariff, which shall permit FEP to discount such other surcharges to the maximum extent permitted by FERC policy, and FEP shall not recover from Shipper any such charges which it has discounted to other shippers. Shipper shall also pay all applicable imbalance and penalty charges under FEP's Tariff.

2.3 Fuel Charge.

(a) Shipper shall reimburse FEP for Fuel Gas and Lost and Unaccounted For Gas ("L&U", and collectively, the "Fuel Charge") in accordance with the Fuel Charges set forth in FEP's Tariff from time to time, and the fuel tracking mechanism set forth in FEP's Tariff; provided, however, that beginning with the fourth month of the Primary Term of the Transportation Agreement and continuing through the end of the Primary Term, including any extensions thereof, Shipper's Fuel Charge, including any component of such charge authorized by FEP's Tariff for the Current Component (as defined in the Tariff) or the Deferred Component (as defined in the Tariff) in a prior period, applicable to Shipper's Contract MDQ, shall be capped at 0.71% and shall not exceed that percentage ("Fuel Cap"); provided further, however, that, except as set forth below, in no event shall Shipper in any twelve month period pay more than the actual Fuel Charge, as adjusted pursuant to FEP's Tariff for the Current Component or the Deferred Component in a prior period; and provided further that, so long as FEP has fully credited Shipper with over recoveries for Fuel Gas and L&U provided by Shipper, nothing in this Section 2.3(a) shall be construed to preclude FEP from charging to a deferral account for future recovery any amount by which the Fuel Charge is above the Fuel Cap (the "Under Recovered Amounts") and recovering same from Shipper by adjusting the Fuel Charge for any subsequent calendar month, subject to the Fuel Cap. Any over recoveries from Shipper shall be credited to Shipper's Fuel Charge during a period not to exceed twelve (12) months. The Under Recovered Amounts shall be recovered from Shipper during subsequent periods when the Fuel Charge is projected to be below the Fuel Cap. In such situations, FEP will charge Shipper a percentage equal to the Fuel Cap until the deferral account is reduced to zero.

(b) Notwithstanding the provisions of Section 2.3(a), the Fuel Charge applicable to the first three months of the Primary Term of the Transportation Agreement shall be capped at 1.00%. The Fuel Cap shall not apply to: (i) any Booster Compression Fuel pursuant to Section 2.4 below; (ii) any agreement for service on the Pipeline between FEP and Shipper other than the Transportation Agreement; (iii) any capacity acquired pursuant to Section 3.6 below; (iv) any capacity that Shipper may acquire under the capacity release provisions of FEP's Tariff; or (v) any Authorized Overrun Service, provided that the Fuel Cap shall apply to the AOS Quantity if the total capacity of FEP's pipeline system is not greater than 2,000,000 Dth per day. With regard to firm or interruptible transportation from the Arkansas Receipt Points to the NGPL Interconnect, and only so long as there is sufficient pressure in the Pipeline to allow FEP to make deliveries to the NGPL Interconnect without the use of compression, Shipper will not be assessed a charge for Fuel Gas, but will be assessed the L&U charge in accordance with FEP's Tariff. Should FEP at its sole option ever add compression facilities to enable the transportation of gas from the Arkansas Receipt Points to the NGPL Interconnect, Shipper shall be required to pay the Fuel Charge associated with same pursuant to FEP's Tariff, as limited by the Fuel Cap. In no event shall Shipper's Fuel Charge include any Fuel Gas or L&U which FEP has been unable to recover from other shippers.

2.4 Booster Compression. If: (i) a new receipt or delivery point is established on FEP's pipeline system, other than the Arkansas Receipt Points, the NGPL Interconnect, and the Mississippi Interconnects, that requires the installation of booster compression to effect receipts or deliveries at such point; (ii) FEP owns and operates such booster compression; and (iii) FEP remains in compliance with the receipt point pressures set forth in Exhibit A to the Transportation Agreement, then Shipper's ability to utilize such point for receipts and deliveries shall be subject to any booster service fees approved by the FERC, and the provision by Shipper of Booster Compression Fuel associated with such booster compression as set forth in FEP's Tariff.

2.5 IT and Penalty Revenue Crediting. To the extent that Shipper remains a Foundation Shipper under the provisions of FEP's Tariff, Shipper shall be entitled to participate in an interruptible transportation service ("IT") revenue crediting mechanism (exclusive of AOS and any interruptible service revenues other than FEP's Rate Schedule ITS revenues) under which Foundation Shippers receive a portion of FEP's net IT revenue. Under such crediting mechanism, at the beginning of each month, if the amount of firm capacity subscribed for such month: (i) is equal to or greater than eighty percent (80%) of FEP's existing system capacity available for sale for such month, then Shipper and all other Foundation Shippers shall receive in aggregate their pro rata share, based on their respective Contract MDQs, of fifty percent (50%) of the IT revenue, net of variable costs incurred in providing such service (including without limitation the applicable minimum commodity rate and Fuel Charges), collected by FEP for such month ("Net IT Revenue"); or (ii) is less than 80% of FEP's existing system capacity available for sale for such month, then Shipper and all other Foundation Shippers shall receive in aggregate their pro rata share, based on their respective Contract MDQs, of ten percent (10%) of the Net IT Revenue collected by FEP for such month. Each Foundation Shipper shall receive a share of the IT revenue for any month which is prorated based on each Foundation Shipper's effective Contract MDQ during such month. Foundation Shipper shall also be entitled to receive, in accordance with the provisions of FEP's Tariff, a credit for its pro rata share, based on the Contract MDQ of all shippers during the relevant period, of any penalty revenues collected by FEP which negotiated rate shippers are permitted to receive under then-applicable FERC policy and the provisions of FEP's Tariff. FEP shall at no time initiate a change to FEP's Tariff which would materially adversely affect the rights of Shipper under this Section 2.5 in the reasonable exercise of Shipper's judgment.

2.6 Favored Nations Rights. If at any time prior to or during the Primary Term of the Transportation Agreement and any extensions thereof, FEP contracts at a negotiated, discounted, or recourse rate (so long as such rate is not stated as the "maximum recourse rate" of FEP, which rate may change from time to time as FEP revises its maximum recourse rate) with any firm shipper for capacity which originates at any point located on the Supply Leg, as that term is defined in Exhibit A to the Transportation Agreement (including the NGPL Interconnect and any Additional Eligible Receipt or Delivery Point on the Supply Leg), and extends to any of the Mississippi Interconnects, or any point downstream of a Mississippi Interconnect, and has a primary term which is equal to or greater than twelve (12) consecutive months (a "Third Party Contract"), then to the extent such rate ("Lower Rate") is lower than the corresponding Initial Rate in effect with Shipper under the Transportation Agreement for a Similar Path (as defined below) and time period, FEP shall offer to reduce Shipper's Initial Rate under the Transportation Agreement to a rate equal to the Lower Rate (Shipper's "Favored Nations Rate") by written notice to Shipper within ten (10) days of any such contract, and Shipper shall inform FEP whether it wishes to exercise such right within ten (10) days of its receipt of such notice from FEP; provided, however, that if the 10-day period for Shipper to exercise this right with respect to a specific Favored Nations Rate has lapsed, any subsequent assignment or release by Shipper to a MMGJ Entity, as defined in Section 3.7 below, shall not trigger a new right for such MMGJ Entity to exercise such right. For purposes of rate comparisons under this Section 2.6 where FEP contracts for capacity with a shipper for multiple terms of less than twelve (12) months in any period of twenty-four (24) consecutive months, those transactions will be deemed to be a single contract with a primary term which is equal to or greater than twelve (12) consecutive months. The Favored Nations Rate hereunder shall be effective for the same term, the Similar Path, and the Contract MDQ as to which the Lower Rate is applicable, after which term the Initial Rate shall become effective for the remainder of the Primary Term or the extended term, if Shipper elects to receive service under the Transportation Agreement at such rate, and shall be subject to the rate protections afforded to Shipper contained in this Section 2.6; provided, however, that if the Lower Rate applies to a term that extends beyond the Primary Term, Shipper must amend the Transportation Agreement to extend a portion of the Contract MDQ equal to the contract MDQ associated with the Lower Rate (the "Lower Rate MDQ") for a term that matches the term associated with the Lower Rate (the "Lower Rate Term"); provided, however, that in the event the Lower Rate MDQ exceeds the Contract MDQ, Shipper shall be eligible to elect the Favored Nations Rate by extending all of the Contract MDQ at the Favored Nations Rate for the Lower Rate Term. In such event, Shipper shall be neither required, nor entitled, to increase the Contract MDQ to the Lower

Rate MDQ. FEP shall not be required to offer any Lower Rate to Shipper which (i) applies to any contract with Shipper; or (ii) results from the temporary or permanent assignment or release of firm capacity by Shipper or any other shipper under FEP's Tariff. For purposes of determining whether the rate offered to any firm shipper is a Lower Rate, FEP shall compare on a 100% load factor basis the base reservation and commodity rates and surcharges which are applicable to such firm shipper with the same rate components charged in connection with Shipper's Initial Rate; provided, however, that if such rate is for capacity which results from an expansion of the Pipeline, then the determination of whether such rate is a Lower Rate shall also include a comparison of the Fuel Charges paid by such firm shipper with the Fuel Charges which would apply to Shipper for the relevant capacity based on natural gas commodity prices as of the date on which FEP contracts with such firm shipper. For purposes of this Section 2.6, a Similar Path shall mean a transportation path where gas is received on the Supply Leg and is delivered at or downstream of any of the Mississippi Interconnects, including any point on a future extension of the Pipeline.

2.7 Additional Rates and Charges. For any service provided under the Transportation Agreement to which the Negotiated Rates set forth in this Agreement do not apply, Shipper shall pay FEP all applicable maximum rates, charges, surcharges, and penalties of any nature set forth in FEP's Tariff, as may be revised from time to time, including without limitation all applicable maximum: (i) reservation and commodity rates, charges, and surcharges; (ii) Fuel Gas, Booster Compression Fuel, and Lost and Unaccounted For Gas charges; and (iii) authorized and unauthorized overrun charges.

FAYETTEVILLE EXPRESS PIPELINE LLC

FERC NGA Gas Tariff

Filed Agreements

Effective September 28, 2018

(Section 6.4, Version 1.0.0) K 200045 – Ex C2 MMGJ Arkansas Upstream, LLC

Option Code “A”

Contents: Exhibit C – Article 3

**EXHIBIT C
TO
FAYETTEVILLE EXPRESS PIPELINE LLC
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. _____
DATED September 28, 2018**

NEGOTIATED RATE AGREEMENT

**ARTICLE 3
MISCELLANEOUS PROVISIONS**

3.1 **Applicable Maximum and Minimum Tariff Rates.** Unless otherwise expressly provided in this Agreement, the Negotiated Rates shall apply to service provided by FEP to Shipper for the term of the Transportation Agreement, notwithstanding any otherwise applicable maximum or minimum rates set forth in FEP's Tariff, as may be revised from time to time.

3.2 **Refunds.** In no event shall FEP be required to refund to Shipper any amounts collected for service to which the Negotiated Rates apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in FEP's Tariff.

3.3 **Conformance to Law.** Shipper and FEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under FEP's Tariff and the regulations and policies of the FERC, including without limitation any requirements for FEP to file for and receive FERC approval of the Negotiated Rates.

3.4 **Rollover and ROFR Rights.** Shipper shall have the unilateral right to extend the initial and any subsequent term of the Transportation Agreement beyond the Primary Term for all or any portion of the existing Contract MDQ: (i) at Shipper's Initial Rate or at negotiated rates equal to all applicable then-existing maximum recourse rates, or at a negotiated rate equal to any applicable Favored Nations Rate pursuant to Section 2.6 above which is in effect at the end of the Primary Term or any subsequent extended term subject to the limitations contained in Section 2.6 above, for a minimum term of five (5) years; or (ii) at Shipper's Initial Rate, for a term of one (1) year (collectively, the "Rollover Right"); provided, however, that any applicable Favored Nations Rate shall only apply to the same portion of the Contract MDQ during such extended term as to which it applied at the end of the Primary Term or any subsequent extended term. Shipper may exercise the Rollover Right by the provision of twelve months' prior written notice to FEP prior to the end of the Primary Term or any subsequent extended term. Shipper may also exercise its Rollover Right with regard to capacity for which Shipper has previously exercised its Rollover Right or its contractual right-of-first refusal. Shipper shall also have a contractual right-of-first-refusal to retain capacity under the Transportation Agreement upon

expiration of the Primary Term and any subsequent term which is equal to or greater than one (1) year, in the event that Shipper elects not to exercise any applicable Rollover Right with respect to such capacity which shall be exercisable in accordance with the procedures set forth in the Tariff. Shipper's exercise of any of its term extension rights under this Section 3.4 shall not affect in any manner Shipper's right at any later date to exercise any other term extension right hereunder. Shipper may exercise any of its term extension rights under this Section 3.4 an unlimited number of times.

3.5 Creditworthiness. Shipper at all times must maintain such creditworthiness (or provide credit support) as is required under this Section 3.5.

(a) Shipper will be deemed creditworthy if either: (1) (i) its long-term unsecured debt securities are rated at least BBB- by Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. ("S&P") and at least Baa3 by Moody's Investors Service, Inc. ("Moody's"), without being qualified by or subject to a ratings action indicating a negative short-term or long-term outlook; and (ii) the sum of reservation charges, commodity charges and any other associated fees and charges for thirty-six months is less than 20% of Shipper's tangible net worth; or (2) to the extent that Shipper is not rated by S&P and Moody's, FEP determines, based on all of the information that FEP requires Shipper to provide to FEP in order to permit FEP to evaluate Shipper's creditworthiness, that Shipper's level of creditworthiness is at least equivalent to that of an entity which meets all of the creditworthiness requirements set forth in Section 3.5(a)(1) above. The term "tangible net worth" shall mean for a corporation the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in FEP's assessment of creditworthiness. In comparing the overall value of Shipper's contract to tangible net worth for credit evaluation purposes, FEP will compare the net present value of the demand or reservation charge obligations under such contracts to Shipper's current tangible net worth. If Shipper has multiple service agreements with FEP, then the total potential fees and charges of all such service agreements shall be considered in determining creditworthiness.

(b) If Shipper does not meet the creditworthiness requirements of FEP, then Shipper shall thereafter maintain a cash deposit, irrevocable standby letter of credit that is in a form and from a bank acceptable to FEP, in FEP's sole judgment, or other form of security acceptable to FEP in FEP's sole judgment, in any case securing the full and faithful performance and payment of all of Shipper's obligations under the FTS Agreement ("Credit Support"), equal to the total aggregate dollar value of 27 months of reservation charges due from shipper for the Contract MDQ under the FTS Agreement. The Credit Support shall be issued and maintained by Shipper for the benefit of FEP throughout the term of the FTS Agreement, as may be extended from time to time.

(c) At any time while the FTS Agreement is effective, if FEP determines that, as of such time any bank or other institution providing or ensuring Credit Support in FEP's favor in accordance with section 3.5(b) above is no longer acceptable to FEP, then FEP may submit a written notice of such determination to Shipper (which notice shall provide FEP's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from FEP, Shipper shall deliver to FEP, and shall thereafter maintain, alternative Credit Support in accordance with section 3.5(b) above.

(d) Other than cash, any Credit Support that is provided to FEP pursuant to section 3.5(b) shall permit partial draws and shall have an expiry date no sooner than twelve (12) calendar months after issuance thereof. Shipper shall furnish extension or replacement of such Credit Support thirty (30) days prior to the expiration thereof, from time to time until the expiration of the FTS Agreement. All extensions, amendments and replacement of any of Shipper's Credit Support shall be delivered to FEP in the form of such outstanding Credit Support, or in a form otherwise satisfactory to FEP. FEP shall have the right to draw against any outstanding Credit Support upon: (i) failure to make payment when due under the FTS Agreement; or (ii) the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Credit Support as provided herein. In the event of draw in accordance with clause (i) of the preceding

sentence, the proceeds of such draw shall be applied against any costs, expenses or damages incurred by FEP. In the event of a draw in accordance with clause (ii), which draw may be in whole or part, the proceeds of the draw shall be retained by FEP until FEP receives a replacement shipper's credit support or until FEP does in fact incur any costs, expenses or damages as a result of a breach by Shipper of any of its obligations under the FTS Agreement (in which event, such monies shall be applied against same). If drawn in part or in whole, Shipper shall immediately thereafter provide a replacement shipper's Credit Support in an amount equal to the amount drawn by FEP. Any draw made by FEP under an outstanding Credit Support shall not relieve Shipper of any liabilities, deficiencies, costs, expense or damages beyond what is drawn under the Credit Support. Shipper's Credit Support (representing any undrawn portion thereof), to the extent it still remains of any Credit Support in the form of cash deposit held by FEP shall be returned to Shipper on or before the thirtieth (30th) day after the later to occur of (i) the date on which the FTS Agreement has terminated or expired and (ii) the date on which all of Shippers performance and payment obligations under the FTS Agreement (including, without limitation, any damages arising from the FTS Agreement) have been fulfilled.

(e) Notwithstanding anything to the contrary herein or in FEP's Tariff, the creditworthiness or Credit Support requirements set forth in this Section 3.5 shall fully satisfy any and all of FEP's creditworthiness standards under the Transportation Agreement, and shall apply to any permitted assignment (in whole or in part) of, and to any permitted permanent release of capacity under, as applicable, the Transportation Agreement, except that there shall be no requirement that Shipper secure, or otherwise provide support of, any assignment or permanent release to an entity which is not affiliated with Shipper or Guarantor.

3.6 Available In-Service Capacity. Through September 30, 2013, Shipper shall have the right to acquire any available unsubscribed firm capacity on FEP's pipeline system, including any unsubscribed capacity resulting from any expansion of the Pipeline, after such expansion is placed in service, for a minimum contract term commencing on the first day of the calendar month following the date of Shipper's request, for the then-remaining Primary Term of the Transportation Agreement, at a negotiated monthly reservation rate of \$7.4527/Dth and a negotiated commodity rate of \$0.00/Dth and solely those rates and charges set forth in Sections 2.1, 2.2, and 2.4 above, and Fuel Gas and Lost and Unaccounted For Gas in accordance with FEP's Tariff. In order to obtain such capacity, Shipper must submit a binding request in writing for such additional capacity under this Section 3.6 as may be posted as available by FEP from time to time on its FERC interactive website, in accordance with the provisions of FEP's Tariff. FEP shall accept any such request, subject only to additional capacity availability and FEP not having received a competing request for any capacity requested by Shipper which is still pending at the time of receipt of Shipper's request (a "Pending Request") with an equal or higher value, as computed pursuant to FEP's Tariff. If the Pending Request has an equal value, the capacity shall be awarded pursuant to the terms of FEP's Tariff. In the event that Shipper and additional Foundation Shippers submit requests for capacity with an equal value for which there are not any Pending Requests which under FEP's Tariff are to be considered by FEP at the same time, then FEP shall allocate the affected capacity on a prorated basis in accordance with such requests. FEP shall treat any such request as a prearranged bid for capacity under the provisions of FEP's Tariff, as in effect from time to time, if FEP's Tariff requires FEP to conduct an open season before such capacity may be awarded to Shipper. In the event Shipper acquires additional capacity pursuant to this Section 3.6, FEP and Shipper will execute a new firm transportation service agreement reflecting the terms and conditions contained in this Section 3.6, which shall reflect the rights set forth in Sections 2.5, 2.6, 3.4, 3.5, and 3.7 of this Agreement. If an expansion of the Pipeline is constructed in conjunction with any extension of the Pipeline, the rights set forth in this Section 3.6 shall apply only to that capacity of such expansion which is in excess of the capacity of such extension of the Pipeline.

3.7 Succession and Assignment.

(a) (i) The Transportation Agreement may only be assigned in accordance with the express provisions of FEP's Tariff or in accordance with the permanent capacity release provisions

of FEP's Tariff. No assignment of the Transportation Agreement, nor any permanent or temporary release of capacity under the Transportation Agreement, will transfer any rights which apply only to "Foundation Shippers" under the terms of FEP's Tariff, other than a permitted assignment in whole of the Transportation Agreement to a single shipper. If Shipper partially assigns the Transportation Agreement or permanently releases a portion of the capacity under the Transportation Agreement, Shipper shall maintain its Foundation Shipper status if Shipper's Contract MDQ under this Transportation Agreement at all times is at least 375,000 Dth/day (the "Minimum Capacity Commitment").

(ii) To the extent that Shipper at any time permanently releases all or any portion of its capacity under the Transportation Agreement, at a rate greater than the rate paid by Shipper for such permanently released capacity, no portion of any such greater rate shall be credited to or otherwise received by Shipper, but shall instead be retained in whole by FEP; provided, this provision shall not apply to any permanent release by Shipper to any MMGJ Entities, as that term is defined in Section 3.7(b) below, for so long as such entities remain MMGJ Entities. If Shipper permanently releases capacity under the Transportation Agreement to a MMGJ Entity at a rate greater than the rate paid by Shipper for such permanently released capacity, then, to recognize the fact that Shipper will no longer be liable to FEP for reservation charges with respect to such capacity (and subject to any limits imposed by the FERC), any credit to Shipper shall be limited to the product of: (a) the difference between (i) Shipper's Fixed Negotiated Monthly Base Reservation Rate set forth in Section 1.2 above that would have been charged to Shipper, and (ii) the reservation rate paid by the replacement shipper MMGJ Entity for the permanently released capacity; and (b) the capacity, in dekatherms, so released on a permanent basis to the MMGJ Entity. Shipper shall retain all of its rights under the Transportation Agreement with respect to any capacity under the Transportation Agreement which is not assigned or permanently released by Shipper. In entering into any permanent release: (a) Shipper shall retain the sole right to exercise any rights under Sections 2.6 or 3.6 above, and in any notice to FEP from Shipper shall indicate on behalf of which entity such right is being exercised; (b) no such permanent release shall result in Shipper and any MMGJ Entities exercising rights under Section 2.6 above with respect to greater volumes than therein specified; and (c) any such election by Shipper shall bind Shipper and any MMGJ Entities and FEP shall be entitled to rely on such elections.

(b) FEP acknowledges that Shipper may, from time to time, seek to reallocate the Contract MDQ held by Shipper among shippers that are directly or indirectly owned, and are controlled by, MMGJ Arkansas, LLC ("MMGJ Entities") which shall include Shipper. For purposes of this provision, "controlled by" means the possession of the power to direct or cause the direction of the management and policies of another, whether through the ownership of voting securities, by contract, or otherwise. FEP agrees that: (a) to the extent requested by Shipper and allowed by law, which shall include applicable FERC regulations and policies, including any waiver of the capacity release rules that Shipper obtains from FERC, FEP will allow a maximum of five separate reallocations of the Contract MDQ among the MMGJ Entities during the Primary Term, as the same may be extended, in minimum quantities no less than 25,000 Dth per day, by the execution of individual firm transportation service agreements by such entities; and (b) if the MMGJ Entities collectively have a contract maximum daily quantity derived from the Contract MDQ that equals the Minimum Capacity Commitment, each of such entities' firm transportation service agreements shall have all of the attributes of this Agreement, as if such entities were a Foundation Shipper, for so long as all such entities remain owned and controlled by MMGJ; provided, however, that the rights set forth in this Section 3.7(b) and in Sections 2.6 and 3.6 above may be exercised by Shipper only and Shipper's allocation among the MMGJ Entities of any capacity obtained pursuant to Sections 2.6 and 3.6 above shall be binding for all the MMGJ Entities; and provided further, that the Credit Support required in Section 3.5(b) above shall remain in effect and endure for the benefit of each of the MMGJ Entities with respect to such firm transportation service agreements, regardless of the creditworthiness of the shippers thereunder. FEP shall, with respect to any reallocation of capacity under this provision, have the right to refer such allocation to FERC for FERC's approval prior to the effectiveness of such reallocation. No reallocations of capacity will result in any increase in the

capacity subject to Shipper's rights as a Foundation Shipper under the terms of FEP's Tariff, above the quantity of such capacity as it may decrease from time to time.

MARKED VERSION

STATEMENT OF NEGOTIATED RATE TRANSACTIONS
 PURSUANT TO SECTION 30

Shipper Name	Rate Schedule	Term of Contract	Contract MDQ (Dth/d)	Reservation Rate(s)	Commodity Charge(s)	Primary Receipt Point(s)/Point No(s).	Primary Delivery Point(s)/Point No(s).
Southwestern Energy Services Company	FTS	1/	1/	1/	1/	1/	1/
Cross Timbers Energy Services, Inc.	FTS	1, 3/	1, 3/	1, 3/	1, 3/	1, 3/	1, 3/
BP Energy Company	FTS	1/	1/	1/	1/	1/	1/
Southwestern Energy Services Company	ITS	2/	2/	2/	2/	2/	2/
BHP Billiton Petroleum MMGJ Arkansas Upstream, LLC 4/ (Fayetteville) LLC	FTS		4/	4/	4/	4/	4/

1/ This information is set out in the executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit, which have been filed with the Commission in compliance with the Commission’s Order in 129 FERC ¶ 61,235 at Docket No. CP09-433-000.

2/ This information is set out in the executed Transportation Rate Schedule ITS Agreement, which has been filed with the Commission in compliance with the Commission’s Order in 129 FERC ¶ 61,235 at Docket No. CP09-433-000.

3/ This negotiated rate agreement is an assignment of an executed Transportation Rate Schedule FTS Agreement and corresponding Negotiated Rate Exhibit which were filed with the Commission in compliance with the Commission’s Order in 129 FERC ¶ 61,235 at Docket No. CP09-433-000.

4/ This negotiated rate agreement was entered into following the ~~permanent release by Chesapeake Energy Marketing, Inc. to acquisition of~~ BHP Billiton Petroleum (Fayetteville) LLC (~~BHP~~) ~~of all of Chesapeake Energy Marketing, Inc.’s by MMGJ Arkansas, LLC (MMGJ) including the~~ firm transportation capacity under its Rate Schedule FTS Transportation Agreement with FEP. Immediately upon closing, MMGJ changed the name of BHP to MMGJ Arkansas Upstream, LLC.

38. NON-CONFORMING AGREEMENTS

The Commission has directed that the following Agreements be filed with the Commission because they contain provisions which do not conform to FEP's pro forma service agreements.

Southwestern Energy Services Company, Transportation Rate Schedule FTS Agreement, Dated January 6, 2010 (Contract No. 200000).

Cross Timbers Energy Services, Inc., Transportation Rate Schedule FTS Agreement, Dated September 27, 2010 (Contract No. 200002).

BP Energy Company, Transportation Rate Schedule FTS Agreement, Dated December 17, 2009 (Contract No. 200003).

Southwestern Energy Services Company, Transportation Rate Schedule ITS Agreement Dated January 8, 2010 (Contract No. 200004).

~~BHP Billiton Petroleum (Fayetteville) LLC~~MMGJ Arkansas Upstream, LLC, Transportation Rate Schedule FTS Agreement Dated ~~July 26, 2011~~September 28, 2018 (Contract No. 200045).

FAYETTEVILLE EXPRESS PIPELINE LLC

FERC NGA Gas Tariff

Filed Agreements

Effective September 28, 2018 ~~August 1, 2011~~

(Section 6., Version 01.0.0) K 200045 ~~(BHP Billiton Petroleum LLC (Fayetteville) LLC)~~ MMGJ
Arkansas Upstream, LLC

Option Code "A"

**FAYETTEVILLE EXPRESS PIPELINE LLC ("FEP")
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200045_
DATED ~~JULY 26, 2011~~ September 28, 2018
UNDER SUBPART G OF PART 284
OF THE FERC'S REGULATIONS**

1. SHIPPER is: ~~BHP Billiton Petroleum (Fayetteville) LLC, a Delaware limited liability company~~ MMGJ Arkansas Upstream, LLC, a Delaware limited liability company. Shipper shall be a "Foundation Shipper" under the provisions of FEP's FERC Gas Tariff, as may be revised from time to time ("Tariff"), subject to the provisions of this Transportation Agreement.

2. MDQ: 375,000 Dth per Day

3. TERM: This Transportation Agreement shall be effective for a Primary Term from ~~August 1, 2011~~ September 28, 2018 through December 31, 2020. The term of this Transportation Agreement may be extended following expiration of the Primary Term, in accordance with the provisions of Exhibit C to this Transportation Agreement and any applicable provisions of FEP's Tariff. The FEP mainline pipeline and associated facilities (including related mainline compression facilities located near Bald Knob in White County, Arkansas) from POI Nos. 78556, 78557, 78558, and 78526 (collectively, the "Arkansas Receipt Points") to the points of interconnection between FEP's pipeline system and the pipeline systems owned by Texas Gas Transmission ("TGT Interconnect"), ANR Pipeline Company ("ANR Interconnect"), and Trunkline Gas Company ("TGC Interconnect", and such interconnect collectively with the TGT Interconnect and the ANR Interconnect, the "Mississippi Interconnects"), together with the facilities at the point of interconnection between FEP's pipeline and the facilities of Natural Gas Pipeline Company of America, LLC ("NGPL Interconnect"), shall be referred to herein collectively as the "Pipeline."

4. Service will be ON BEHALF OF:

XX Shipper

..... Other:, a

5. SHIPPER'S ADDRESS

FEP'S ADDRESS

Notices:

~~BHP Billiton Petroleum (Fayetteville) LLC
Attn: Bradley Mitchell — Petroleum Marketing
1360 Post Oak Blvd., Suite 150
Houston, TX 77056~~
MMGJ Arkansas Upstream, LLC
c/o Merit Energy Company, LLC
Attn: Marketing Manager
13727 Noel Road, Suite 1200
Dallas, Texas 75240

Fayetteville Express Pipeline LLC
Attn: Contract Administration
711 Louisiana, Suite 900
Houston, TX 77002

Payments:

Fayetteville Express Pipeline LLC
(FIN 26-3485704)
Wachovia Bank, NA
Winston-Salem, NC
ABA: 053000219
Acct: 2000045258682

6. OTHER PROVISIONS:

(a) Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Transportation Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in this Transportation Agreement, as may be revised from time to time.

(b) Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either FEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.

(c) No Third Party Beneficiaries. This Transportation Agreement shall not create any rights in any third parties, and no provision of this Transportation Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than FEP or Shipper.

(d) Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission ("FERC").

(e) Effect of Tariff. This Transportation Agreement shall at all times be subject to all applicable provisions of FEP's Tariff.

(f) GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS TRANSPORTATION AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

(g) Entire Agreement. This Transportation Agreement contains the entire agreement between FEP and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Transportation Agreement shall be effective unless agreed upon in a written instrument executed by FEP and Shipper which expressly refers to this Transportation Agreement.

7. The above-stated Rate Schedule, as revised from time to time, controls this Transportation Agreement and is incorporated herein. The attached Exhibits A, B, and C are incorporated by reference and made a part of this Transportation Agreement. Shipper shall provide the actual end user purchaser name(s) to FEP if FEP must provide them to the FERC.

Agreed to by:

**FAYETTEVILLE EXPRESS
PIPELINE LLC
("FEP")**

~~**BHP BILLITON PETROLEUM MMGJ ARKANSAS
("FAYETTEVILLE") UPSTREAM, LLC
("SHIPPER")**~~

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

FAYETTEVILLE EXPRESS PIPELINE LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~August 1, 2014~~ September 28, 2018

(Section 6.1, Version ~~01.0.0~~) K 200045 – Ex A (~~BHP Billiton Petroleum~~ MMGJ Arkansas Upstream, LLC (Fayetteville) LLC)

Option Code “A”

EXHIBIT A
DATED ~~JULY 26, 2011~~ September 28, 2018
TO
FAYETTEVILLE EXPRESS PIPELINE LLC
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200045 _____
DATED ~~JULY 26, 2011~~ September 28, 2018

Company: ~~BHP Billiton Petroleum (Fayetteville) LLC~~ MMGJ Arkansas Upstream, LLC

Contract No.: 200045 _____

Receipt Point(s):

PRIMARY RECEIPT POINT(S):

Name / Location -----	County/Area -----	State -----	Point No. -----	MDQ (Dth) -----
Crestwood Prairie Creek	Conway	AR	78556	56,250
AMG/Center Ridge	White	AR	78557	18,750
Crestwood Twin Grove	Faulkner	AR	78558	75,000
AMG/Little Creek	White	AR	78526	125,000
SWN/Yellowstone	Conway	AR	78516	100,000

Except as authorized by the provisions of FEP's Tariff governing segmentation, in no event shall Shipper's aggregate primary receipt point capacity exceed Shipper's corresponding Contract MDQ.

Shipper shall have the right to change any of its primary receipt points to other primary receipt points on the Pipeline, subject to capacity availability.

SECONDARY RECEIPT POINT(S):

Shipper shall have rights to secondary receipt points in accordance with the provisions of FEP's Tariff, at the rates and related terms set forth in Exhibit C to this Transportation Agreement.

Receipt Pressure

Gas to be delivered to FEP at the Receipt Point(s) shall be in accordance with Section 18.1 of FEP's General Terms and Conditions, but shall not be in excess of the Maximum Allowable Operating Pressure ("MAOP") stated for each Receipt Point in FEP's Catalog of Points; provided, however, that Shipper shall tender gas to FEP at the Arkansas Receipt Points at a minimum receipt point pressure of 1100 psig or the prevailing pressure of the Pipeline, not to exceed a maximum receipt point pressure of 1167 psig; and provided further, however, that FEP shall at no time operate the Pipeline such that the receipt point pressure on the "Supply Leg" (which consists, collectively, of the Arkansas Receipt Points and the pipeline segment downstream (easterly) of the

westernmost of the Arkansas Receipt Points and upstream (westerly) of the suction side of FEP's Bald Knob, Arkansas compressor station) exceeds 1167 psig.

Rates

The rates for service under the Transportation Agreement shall be as set forth in the Negotiated Rate Agreement attached as Exhibit C to this Transportation Agreement.

Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas
Reimbursement Percentages (%)

Shipper will reimburse FEP for Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas in accordance with the Negotiated Rate Agreement attached as Exhibit C to this Transportation Agreement, consistent with the provisions of FEP's Tariff.

FAYETTEVILLE EXPRESS PIPELINE LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~August 1, 2011~~ September 28, 2018

(Section 6.2, Version 01.0.0) K 200045 – Ex B (~~BHP Billiton Petroleum~~ MMGJ Arkansas Upstream, LLC (Fayetteville) LLC)

Option Code “A”

EXHIBIT B
DATED ~~JULY 26, 2011~~ September 28, 2018
TO
FAYETTEVILLE EXPRESS PIPELINE
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200045 _____
DATED ~~JULY 26, 2011~~ September 28, 2018

Company: ~~BHP Billiton Petroleum (Fayetteville) LLC~~ MMGJ Arkansas Upstream, LLC

Contract No.: 200045 _____

Delivery Point(s):

1. PRIMARY DELIVERY POINT(S):

Name / Location -----	County/Area -----	State -----	Point No. -----	MDQ (Dth) -----
Texas Gas/Lula	Coahoma	MS	TBD	37,500
ANR/Quitman	Quitman	MS	TBD	225,000
Trunkline/Panola	Panola	MS	TBD	112,500

Except as authorized by the provisions of FEP's Tariff governing segmentation, in no event shall Shipper's aggregate primary delivery point capacity exceed Shipper's corresponding Contract MDQ.

Shipper shall have the right at any time after the Effective Date to change any of its primary delivery points to other primary delivery points on the Pipeline that are no further east than the TGC Interconnect, subject to capacity availability and the provisions of FEP's Tariff regarding the awarding of primary point capacity, including the awarding of capacity when there are competing requests for use of the same point.

2. SECONDARY DELIVERY POINT(S):

Shipper shall have rights to secondary delivery points in accordance with the provisions of FEP's Tariff, at the rates and related terms set forth in Exhibit C to this Transportation Agreement.

Delivery Pressure

Gas to be delivered by FEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be in accordance with Section 18.2 of FEP's General Terms and Conditions.

FAYETTEVILLE EXPRESS PIPELINE LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~August 1, 2011~~ September 28, 2018

(Section 6.3, Version ~~01~~.0.0) K 200045 – Ex C1 (~~BHP Billiton Petroleum~~ MMGJ Arkansas Upstream, LLC (Fayetteville) LLC)

Option Code “A”

Contents: Exhibit C – Article 1, Article 2

EXHIBIT C
TO
FAYETTEVILLE EXPRESS PIPELINE LLC
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200045
DATED ~~JULY 26, 2011~~ September 28, 2018

NEGOTIATED RATE AGREEMENT

This Negotiated Rate Agreement ("Agreement") between Fayetteville Express Pipeline LLC ("FEP") and ~~BHP Billiton Petroleum (Fayetteville)~~ MMGJ Arkansas Upstream, LLC ("Shipper"), incorporated as an exhibit to Rate Schedule FTS Transportation Agreement No. 200045 between FEP and Shipper dated ~~July 26, 2011~~ September 28, 2018 ("Transportation Agreement"), sets forth the rates and charges for the natural gas transportation service to be provided by FEP to Shipper under the Transportation Agreement ("Negotiated Rates"), subject to the terms and the requirements of the Federal Energy Regulatory Commission ("FERC") pertaining to negotiated rate transactions.

ARTICLE 1
NEGOTIATED RATE PARAMETERS

1.1 **Negotiated Rate Term.** For service provided by FEP to Shipper under the Transportation Agreement, the Negotiated Rates set forth in this Agreement shall be effective from ~~August 1, 2011~~ September 28, 2018 through December 31, 2020, and thereafter to the extent provided in Section 3.4 of this Agreement, unless otherwise agreed by FEP and Shipper.

1.2 **Primary Term Reservation and Commodity Rates; Initial Rate.** For service provided by FEP to Shipper from the Eligible Receipt Points to the Eligible Delivery Points set forth in this Article 1 during the Primary Term of the Transportation Agreement, Shipper shall pay FEP the following Fixed Negotiated Monthly Base Reservation Rate and Fixed Negotiated Base Commodity Rate:

(a) **Fixed Negotiated Monthly Base Reservation Rate:** \$7.4527/Dth of Shipper's Transportation Agreement Contract MDQ (equal to \$0.245/Dth per day on a 100% load factor basis).

(b) **Fixed Negotiated Base Commodity Rate:** \$0.00/Dth.

(c) **Initial Rate:** The Fixed Negotiated Monthly Base Reservation Rate, Fixed Negotiated Base Commodity Rate, and the other rates and charges set forth below in Sections 2.1, 2.2, 2.3, and 2.4 may at times be referred to collectively in this Agreement as Shipper's "Initial Rate".

The Fixed Negotiated Monthly Base Reservation Rate and Fixed Negotiated Base Commodity Rate shall remain fixed for the Primary Term of the Transportation Agreement, regardless of any otherwise applicable maximum or minimum rate set forth in FEP's FERC Gas Tariff, as may be revised from time to time ("Tariff").

1.3 **Eligible Primary Receipt Points.** The Negotiated Rates shall apply to service provided to Shipper from the Primary Receipt Points set forth in Exhibit A to the Transportation Agreement, up to the Point MDQ at each such Point, as set forth on such Exhibit A dated as of ~~July 26, 2011~~ September 28, 2018. Prior to December 1, 2012, if Shipper changes its Primary Receipt Points, then

(i) the Negotiated Rates shall apply only to such changed Primary Receipt Points to the extent that Shipper's total Primary Receipt Point volumes in any receipt point segment as set forth in the table below (each a "Receipt Point Segment") do not exceed the stated volumes set forth in such table for such Receipt Point Segment, and (ii) absent agreement of Shipper and FEP, FEP's maximum rates will apply solely to any Primary Receipt Point volumes in any Receipt Point Segment in excess of the stated volumes set forth in the table below for such Receipt Point Segment and will continue to apply for so long as, and to the extent that, such stated volumes remain exceeded in such Receipt Point Segment; provided if on or after December 1, 2012, Shipper changes its Primary Receipt Points, from time to time, then the limitations set forth in the table below shall not be applicable to those changes and the Negotiated Rates shall apply to such changed Primary Receipt Point volumes; provided that the Negotiated Rates shall not apply to points West of South Rainbow.

Receipt Point Segments	Volume Dth
Points West of Twin Groves but not West of South Rainbow	56,250
Twin Groves and Points West of Yellowstone	131,250
Yellowstone and Points East	375,000

1.4 **Eligible Secondary Receipt Points.** The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis from all receipt points on the Pipeline.

1.5 **Eligible Primary Delivery Points.** The Negotiated Rates shall apply to service provided to Shipper to the Primary Delivery Points set forth in Exhibit B to the Transportation Agreement, up to the Point MDQ at each such Point, as set forth on such Exhibit B as of ~~July 26, 2011~~ September 28, 2018, and to service provided to any Primary Delivery Point under the Transportation Agreement, as amended from time to time, that is on the Pipeline.

1.6 **Eligible Secondary Delivery Points.** The Negotiated Rates shall apply to service provided to Shipper on a secondary firm basis to all delivery points on the Pipeline.

1.7 **Segmentation.** Shipper shall have segmentation rights on the Pipeline in accordance with FEP's Tariff. The Negotiated Rates shall apply to all firm transportation service provided to Shipper in accordance with Shipper's capacity segmentation rights, to the extent that there is no overlap of firm capacity paths because of such segmentation. Segmentation solely at the point level shall not constitute an overlap of Shipper's capacity paths. Shipper shall pay no additional reservation or commodity charges for use of such capacity segmentation rights.

ARTICLE 2

ADDITIONAL RATES AND CHARGES

2.1 **AOS Rates.** Unless otherwise agreed by Shipper and FEP, Shipper shall pay FEP the applicable rate for Authorized Overrun Service ("AOS"), as set forth in FEP's Tariff; provided, however, that during the Primary Term of the Transportation Agreement, Shipper shall pay FEP an AOS rate of \$0.15/Dth for all AOS provided on the Pipeline, up to a maximum quantity of 50,000 Dth/d ("AOS Quantity").

2.2 **Surcharges; Imbalance and Penalty Charges.** The rates to be charged for service under the Transportation Agreement to which the Negotiated Rates apply shall include, in addition to the other rates and charges set forth in this Agreement, the ACA surcharge, and only such other surcharges which: (i) the FERC may from time to time permit interstate pipelines to charge, as a matter of general policy, in addition to, and without duplication of any portion of FEP's Tariff base reservation rates; and (ii) have been filed with and approved by the FERC as a standard tariff charge by a majority of Class 1 interstate natural gas pipelines at the time at which FEP files for and

receives the approval of the FERC to impose such charge; provided, however, that FEP shall discount any such other surcharges to the maximum extent permitted under FEP's Tariff, which shall permit FEP to discount such other surcharges to the maximum extent permitted by FERC policy, and FEP shall not recover from Shipper any such charges which it has discounted to other shippers. Shipper shall also pay all applicable imbalance and penalty charges under FEP's Tariff.

2.3 **Fuel Charge.**

(a) Shipper shall reimburse FEP for Fuel Gas and Lost and Unaccounted For Gas ("L&U", and collectively, the "Fuel Charge") in accordance with the Fuel Charges set forth in FEP's Tariff from time to time, and the fuel tracking mechanism set forth in FEP's Tariff; provided, however, that beginning with the fourth month of the Primary Term of the Transportation Agreement and continuing through the end of the Primary Term, including any extensions thereof, Shipper's Fuel Charge, including any component of such charge authorized by FEP's Tariff for the Current Component (as defined in the Tariff) or the Deferred Component (as defined in the Tariff) in a prior period, applicable to Shipper's Contract MDQ, shall be capped at 0.71% and shall not exceed that percentage ("Fuel Cap"); provided further, however, that, except as set forth below, in no event shall Shipper in any twelve month period pay more than the actual Fuel Charge, as adjusted pursuant to FEP's Tariff for the Current Component or the Deferred Component in a prior period; and provided further that, so long as FEP has fully credited Shipper with over recoveries for Fuel Gas and L&U provided by Shipper, nothing in this Section 2.3(a) shall be construed to preclude FEP from charging to a deferral account for future recovery any amount by which the Fuel Charge is above the Fuel Cap (the "Under Recovered Amounts") and recovering same from Shipper by adjusting the Fuel Charge for any subsequent calendar month, subject to the Fuel Cap. Any over recoveries from Shipper shall be credited to Shipper's Fuel Charge during a period not to exceed twelve (12) months. The Under Recovered Amounts shall be recovered from Shipper during subsequent periods when the Fuel Charge is projected to be below the Fuel Cap. In such situations, FEP will charge Shipper a percentage equal to the Fuel Cap until the deferral account is reduced to zero.

(b) Notwithstanding the provisions of Section 2.3(a), the Fuel Charge applicable to the first three months of the Primary Term of the Transportation Agreement shall be capped at 1.00%. The Fuel Cap shall not apply to: (i) any Booster Compression Fuel pursuant to Section 2.4 below; (ii) any agreement for service on the Pipeline between FEP and Shipper other than the Transportation Agreement; (iii) any capacity acquired pursuant to Section 3.6 below; (iv) any capacity that Shipper may acquire under the capacity release provisions of FEP's Tariff; or (v) any Authorized Overrun Service, provided that the Fuel Cap shall apply to the AOS Quantity if the total capacity of FEP's pipeline system is not greater than 2,000,000 Dth per day. With regard to firm or interruptible transportation from the Arkansas Receipt Points to the NGPL Interconnect, and only so long as there is sufficient pressure in the Pipeline to allow FEP to make deliveries to the NGPL Interconnect without the use of compression, Shipper will not be assessed a charge for Fuel Gas, but will be assessed the L&U charge in accordance with FEP's Tariff. Should FEP at its sole option ever add compression facilities to enable the transportation of gas from the Arkansas Receipt Points to the NGPL Interconnect, Shipper shall be required to pay the Fuel Charge associated with same pursuant to FEP's Tariff, as limited by the Fuel Cap. In no event shall Shipper's Fuel Charge include any Fuel Gas or L&U which FEP has been unable to recover from other shippers.

2.4 **Booster Compression.** If: (i) a new receipt or delivery point is established on FEP's pipeline system, other than the Arkansas Receipt Points, the NGPL Interconnect, and the Mississippi Interconnects, that requires the installation of booster compression to effect receipts or deliveries at such point; (ii) FEP owns and operates such booster compression; and (iii) FEP remains in compliance with the receipt point pressures set forth in Exhibit A to the Transportation Agreement, then Shipper's ability to utilize such point for receipts and deliveries shall be subject to any booster service fees approved by the FERC, and the provision by Shipper of Booster Compression Fuel associated with such booster compression as set forth in FEP's Tariff.

2.5 IT and Penalty Revenue Crediting. To the extent that Shipper remains a Foundation Shipper under the provisions of FEP's Tariff, Shipper shall be entitled to participate in an interruptible transportation service ("IT") revenue crediting mechanism (exclusive of AOS and any interruptible service revenues other than FEP's Rate Schedule ITS revenues) under which Foundation Shippers receive a portion of FEP's net IT revenue. Under such crediting mechanism, at the beginning of each month, if the amount of firm capacity subscribed for such month: (i) is equal to or greater than eighty percent (80%) of FEP's existing system capacity available for sale for such month, then Shipper and all other Foundation Shippers shall receive in aggregate their pro rata share, based on their respective Contract MDQs, of fifty percent (50%) of the IT revenue, net of variable costs incurred in providing such service (including without limitation the applicable minimum commodity rate and Fuel Charges), collected by FEP for such month ("Net IT Revenue"); or (ii) is less than 80% of FEP's existing system capacity available for sale for such month, then Shipper and all other Foundation Shippers shall receive in aggregate their pro rata share, based on their respective Contract MDQs, of ten percent (10%) of the Net IT Revenue collected by FEP for such month. Each Foundation Shipper shall receive a share of the IT revenue for any month which is prorated based on each Foundation Shipper's effective Contract MDQ during such month. Foundation Shipper shall also be entitled to receive, in accordance with the provisions of FEP's Tariff, a credit for its pro rata share, based on the Contract MDQ of all shippers during the relevant period, of any penalty revenues collected by FEP which negotiated rate shippers are permitted to receive under then-applicable FERC policy and the provisions of FEP's Tariff. FEP shall at no time initiate a change to FEP's Tariff which would materially adversely affect the rights of Shipper under this Section 2.5 in the reasonable exercise of Shipper's judgment.

2.6 Favored Nations Rights. If at any time prior to or during the Primary Term of the Transportation Agreement and any extensions thereof, FEP contracts at a negotiated, discounted, or recourse rate (so long as such rate is not stated as the "maximum recourse rate" of FEP, which rate may change from time to time as FEP revises its maximum recourse rate) with any firm shipper for capacity which originates at any point located on the Supply Leg, as that term is defined in Exhibit A to the Transportation Agreement (including the NGPL Interconnect and any Additional Eligible Receipt or Delivery Point on the Supply Leg), and extends to any of the Mississippi Interconnects, or any point downstream of a Mississippi Interconnect, and has a primary term which is equal to or greater than twelve (12) consecutive months (a "Third Party Contract"), then to the extent such rate ("Lower Rate") is lower than the corresponding Initial Rate in effect with Shipper under the Transportation Agreement for a Similar Path (as defined below) and time period, FEP shall offer to reduce Shipper's Initial Rate under the Transportation Agreement to a rate equal to the Lower Rate (Shipper's "Favored Nations Rate") by written notice to Shipper within ten (10) days of any such contract, and Shipper shall inform FEP whether it wishes to exercise such right within ten (10) days of its receipt of such notice from FEP; provided, however, that if the 10-day period for Shipper to exercise this right with respect to a specific Favored Nations Rate has lapsed, any subsequent assignment or release by Shipper to a **BHPMMGJ** Entity, as defined in Section 3.7 below, shall not trigger a new right for such **BHPMMGJ** Entity to exercise such right. For purposes of rate comparisons under this Section 2.6 where FEP contracts for capacity with a shipper for multiple terms of less than twelve (12) months in any period of twenty-four (24) consecutive months, those transactions will be deemed to be a single contract with a primary term which is equal to or greater than twelve (12) consecutive months. The Favored Nations Rate hereunder shall be effective for the same term, the Similar Path, and the Contract MDQ as to which the Lower Rate is applicable, after which term the Initial Rate shall become effective for the remainder of the Primary Term or the extended term, if Shipper elects to receive service under the Transportation Agreement at such rate, and shall be subject to the rate protections afforded to Shipper contained in this Section 2.6; provided, however, that if the Lower Rate applies to a term that extends beyond the Primary Term, Shipper must amend the Transportation Agreement to extend a portion of the Contract MDQ equal to the contract MDQ associated with the Lower Rate (the "Lower Rate MDQ") for a term that matches the term associated with the Lower Rate (the "Lower Rate Term"); provided, however, that in the event the Lower Rate MDQ exceeds the Contract MDQ, Shipper shall be eligible to elect the Favored Nations Rate by extending all of the Contract MDQ at the Favored Nations Rate for the Lower Rate Term. In such event, Shipper shall be neither required, nor entitled, to increase the

Contract MDQ to the Lower Rate MDQ. FEP shall not be required to offer any Lower Rate to Shipper which (i) applies to any contract with Shipper; or (ii) results from the temporary or permanent assignment or release of firm capacity by Shipper or any other shipper under FEP's Tariff. For purposes of determining whether the rate offered to any firm shipper is a Lower Rate, FEP shall compare on a 100% load factor basis the base reservation and commodity rates and surcharges which are applicable to such firm shipper with the same rate components charged in connection with Shipper's Initial Rate; provided, however, that if such rate is for capacity which results from an expansion of the Pipeline, then the determination of whether such rate is a Lower Rate shall also include a comparison of the Fuel Charges paid by such firm shipper with the Fuel Charges which would apply to Shipper for the relevant capacity based on natural gas commodity prices as of the date on which FEP contracts with such firm shipper. For purposes of this Section 2.6, a Similar Path shall mean a transportation path where gas is received on the Supply Leg and is delivered at or downstream of any of the Mississippi Interconnects, including any point on a future extension of the Pipeline.

2.7 Additional Rates and Charges. For any service provided under the Transportation Agreement to which the Negotiated Rates set forth in this Agreement do not apply, Shipper shall pay FEP all applicable maximum rates, charges, surcharges, and penalties of any nature set forth in FEP's Tariff, as may be revised from time to time, including without limitation all applicable maximum: (i) reservation and commodity rates, charges, and surcharges; (ii) Fuel Gas, Booster Compression Fuel, and Lost and Unaccounted For Gas charges; and (iii) authorized and unauthorized overrun charges.

FAYETTEVILLE EXPRESS PIPELINE LLC

FERC NGA Gas Tariff

Filed Agreements

Effective ~~August 1, 2011~~ September 28, 2018

(Section 6.4, Version ~~01.0.0~~) K 200045 – Ex C2 (~~BHP Billiton Petroleum~~ MMGJ Arkansas Upstream, LLC (Fayetteville) LLC)

Option Code “A”

Contents: Exhibit C – Article 3

EXHIBIT C
TO
FAYETTEVILLE EXPRESS PIPELINE LLC
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. 200045
DATED ~~July 26, 2011~~ September 28, 2018

NEGOTIATED RATE AGREEMENT

ARTICLE 3
MISCELLANEOUS PROVISIONS

3.1 **Applicable Maximum and Minimum Tariff Rates.** Unless otherwise expressly provided in this Agreement, the Negotiated Rates shall apply to service provided by FEP to Shipper for the term of the Transportation Agreement, notwithstanding any otherwise applicable maximum or minimum rates set forth in FEP's Tariff, as may be revised from time to time.

3.2 **Refunds.** -In no event shall FEP be required to refund to Shipper any amounts collected for service to which the Negotiated Rates apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in FEP's Tariff.

3.3 **Conformance to Law.** Shipper and FEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under FEP's Tariff and the regulations and policies of the FERC, including without limitation any requirements for FEP to file for and receive FERC approval of the Negotiated Rates.

3.4 **Rollover and ROFR Rights.** Shipper shall have the unilateral right to extend the initial and any subsequent term of the Transportation Agreement beyond the Primary Term for all or any portion of the existing Contract MDQ: (i) at Shipper's Initial Rate or at negotiated rates equal to all applicable then-existing maximum recourse rates, or at a negotiated rate equal to any applicable Favored Nations Rate pursuant to Section 2.6 above which is in effect at the end of the Primary Term or any subsequent extended term subject to the limitations contained in Section 2.6 above, for a minimum term of five (5) years; or (ii) at Shipper's Initial Rate, for a term of one (1) year (collectively, the "Rollover Right"); provided, however, that any applicable Favored Nations Rate shall only apply to the same portion of the Contract MDQ during such extended term as to which it applied at the end of the Primary Term or any subsequent extended term. Shipper may exercise the Rollover Right by the provision of twelve months' prior written notice to FEP prior to the end of the Primary Term or any subsequent extended term. Shipper may also exercise its Rollover Right with regard to capacity for which Shipper has previously exercised its Rollover Right or its contractual right-of-first refusal. Shipper shall also have a contractual right-of-first-refusal to retain capacity under the Transportation Agreement upon expiration of the Primary Term and any subsequent term which is equal to or greater than one (1) year, in the event that Shipper elects not to exercise any applicable Rollover Right with respect to such capacity which shall be exercisable in accordance with the procedures set forth in the Tariff. Shipper's exercise of any of its term extension rights under this Section 3.4 shall not affect in any manner Shipper's right at any later date to exercise any other term extension right hereunder. Shipper may exercise any of its term extension rights under this Section 3.4 an unlimited number of times.

3.5 **Creditworthiness.** Shipper at all times must maintain such creditworthiness (or provide credit support) as is required under this Section 3.5.

(a) Shipper will be deemed creditworthy if either: (1) (i) its long-term unsecured debt securities are rated at least BBB- by Standard & Poor's Financial Services LLC, a subsidiary of The

McGraw-Hill Companies, Inc. ("S&P") and at least Baa3 by Moody's Investors Service, Inc. ("Moody's"), without being qualified by or subject to a ratings action indicating a negative short-term or long-term outlook; and (ii) the sum of reservation charges, commodity charges and any other associated fees and charges for thirty-six months is less than 20% of Shipper's tangible net worth; or (2) to the extent that Shipper is not rated by S&P and Moody's, FEP determines, based on all of the information that FEP requires Shipper to provide to FEP in order to permit FEP to evaluate Shipper's creditworthiness, that Shipper's level of creditworthiness is at least equivalent to that of an entity which meets all of the creditworthiness requirements set forth in Section 3.5(a)(1) above. The term "tangible net worth" shall mean for a corporation the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in FEP's assessment of creditworthiness. In comparing the overall value of Shipper's contract to tangible net worth for credit evaluation purposes, FEP will compare the net present value of the demand or reservation charge obligations under such contracts to Shipper's current tangible net worth. If Shipper has multiple service agreements with FEP, then the total potential fees and charges of all such service agreements shall be considered in determining creditworthiness.

~~(b) Shipper has provided to FEP an irrevocable guaranty of performance and payment from BHP Billiton Petroleum (Deepwater) Inc. ("Guarantor") of Shipper's obligations under the Transportation Agreement dated July 26, 2011 ("Guaranty"), which provides that: (i) Guarantor's obligations under the Guaranty are conditioned on Shipper not satisfying, from time to time, the criteria described in Section 3.5(a) above; and (ii) Guarantor shall guarantee the performance by Shipper of its obligations under the Transportation Agreement, subject to a cap equal to ninety four million dollars (\$94,000,000) ("Guaranty Cap"). Notwithstanding the foregoing provisions of this Section 3.5(b), Shipper shall use good faith efforts to obtain all necessary Board approvals to permit Shipper to cause Guarantor to amend the Guaranty, by September 30, 2011, to reflect an increase in the Guaranty Cap to one hundred and seventeen million dollars (\$117,000,000), provided that the amended Guaranty shall also provide that the amount of such increased Guaranty Cap shall decrease to eighty seven million dollars (\$87,000,000) on October 1, 2013, if Shipper has not exercised its right under Section 3.6 below to acquire available unsubscribed firm capacity on FEP's pipeline system. If Shipper does not meet the creditworthiness requirements of FEP, then Shipper shall thereafter maintain a cash deposit, irrevocable standby letter of credit that is in a form and from a bank acceptable to FEP, in FEP's sole judgment, or other form of security acceptable to FEP in FEP's sole judgment, in any case securing the full and faithful performance and payment of all of Shipper's obligations under the FTS Agreement ("Credit Support"), equal to the total aggregate dollar value of 27 months of reservation charges due from shipper for the Contract MDQ under the FTS Agreement. The Credit Support shall be issued and maintained by Shipper for the benefit of FEP throughout the term of the FTS Agreement, as may be extended from time to time.~~

~~(c) In the event that Guarantor's credit rating by S&P or Moody's decreases below the respective rating levels set forth in Section 3.5(a)(1), or in the event that Guarantor for any reason is not rated by S&P and Moody's and FEP determines that Guarantor does not satisfy all of the creditworthiness requirements applicable to Shipper under Section 3.5(a)(2) above and so notifies Guarantor in writing, at any time during the term of the Transportation Agreement, then within five (5) business days of such ratings decrease or Guarantor's receipt of such written notice from FEP, as applicable, Shipper shall be required to provide FEP with, and at all times maintain in effect, credit support reasonably satisfactory to FEP in an amount equal to one month of reservation fees and commodity fees for all of Shipper's obligations under the Transportation Agreement, and within twenty (20) days thereafter, Shipper shall provide an amount equal to the lesser of thirty (30) months or the number of months remaining in the term of the Transportation Agreement, as such term may be extended from time to time, of such charges. The obligation to maintain such credit support shall extend until such time as Guarantor's credit rating by S&P or Moody's is at or above the respective rating levels set forth in Section 3.5(a) above, or in the event that Guarantor for any reason is not rated by S&P and Moody's, until such time, if any, as FEP may determine that Guarantor has satisfied all of the creditworthiness requirements applicable to Shipper under Section 3.5(a)(2) above. Additionally, and notwithstanding any other provision in this Section 3.5(c), Shipper~~

~~understands and agrees that FEP, in initially accepting the Guaranty from Guarantor as security in connection with Shipper's obligations under the Transportation Agreement, has expressly relied in part upon Shipper's agreement to cause the Chief Financial Officer of Guarantor, or his/her designee, to provide FEP with timely and accurate information concerning Guarantor's then current financial status, on a quarterly basis, sufficient to permit FEP to verify the continued creditworthiness of Guarantor with respect to Guarantor's obligations to FEP under the Guaranty. Upon FEP's request, Guarantor shall provide such quarterly financial information to FEP by teleconference no later than the tenth (10th) business day following the end of each of Guarantor's fiscal quarters, and semi-annually shall provide to FEP a copy of Guarantor's six month financial information contained in BHP Billiton Limited's half year end audited financials no later than sixty (60) days after the half year end. FEP expressly reserves the right, at its sole discretion (i) to consider any failure by Guarantor to so provide FEP with such quarterly updates or semi-annual reports in connection with the exercise by FEP of any of FEP's rights under this Section 3.5(e), and (ii) to request any and all such additional information from Guarantor as FEP determines may be necessary to permit FEP to verify the continued creditworthiness of Guarantor. At any time while the FTS Agreement is effective, if FEP determines that, as of such time any bank or other institution providing or ensuring Credit Support in FEP's favor in accordance with section 3.5(b) above is no longer acceptable to FEP, then FEP may submit a written notice of such determination to Shipper (which notice shall provide FEP's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from FEP, Shipper shall deliver to FEP, and shall thereafter maintain, alternative Credit Support in accordance with section 3.5(b) above.~~

~~(d) Other than cash, any Credit Support that is provided to FEP pursuant to section 3.5(b) shall permit partial draws and shall have an expiry date no sooner than twelve (12) calendar months after issuance thereof. Shipper shall furnish extension or replacement of such Credit Support thirty (30) days prior to the expiration thereof, from time to time until the expiration of the FTS Agreement. All extensions, amendments and replacement of any of Shipper's Credit Support shall be delivered to FEP in the form of such outstanding Credit Support, or in a form otherwise satisfactory to FEP. FEP shall have the right to draw against any outstanding Credit Support upon: (i) failure to make payment when due under the FTS Agreement; or (ii) the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Credit Support as provided herein. In the event of draw in accordance with clause (i) of the preceding sentence, the proceeds of such draw shall be applied against any costs, expenses or damages incurred by FEP. In the event of a draw in accordance with clause (ii), which draw may be in whole or part, the proceeds of the draw shall be retained by FEP until FEP receives a replacement shipper's credit support or until FEP does in fact incur any costs, expenses or damages as a result of a breach by Shipper of any of its obligations under the FTS Agreement (in which event, such monies shall be applied against same). If drawn in part or in whole, Shipper shall immediately thereafter provide a replacement shipper's Credit Support in an amount equal to the amount drawn by FEP. Any draw made by FEP under an outstanding Credit Support shall not relieve Shipper of any liabilities, deficiencies, costs, expense or damages beyond what is drawn under the Credit Support. Shipper's Credit Support (representing any undrawn portion thereof), to the extent it still remains of any Credit Support in the form of cash deposit held by FEP shall be returned to Shipper on or before the thirtieth (30th) day after the later to occur of (i) the date on which the FTS Agreement has terminated or expired and (ii) the date on which all of Shippers performance and payment obligations under the FTS Agreement (including, without limitation, any damages arising from the FTS Agreement) have been fulfilled.~~

~~(de) Notwithstanding anything to the contrary herein or in FEP's Tariff, the creditworthiness or eCredit sSupport requirements set forth in this Section 3.5 shall fully satisfy any and all of FEP's creditworthiness standards under the Transportation Agreement, and shall apply to any permitted assignment (in whole or in part) of, and to any permitted permanent release of capacity under, as applicable, the Transportation Agreement, except that there shall be no requirement that Guarantor guaranty Shipper secure, or otherwise provide support of, any assignment or permanent release to an entity which is not affiliated with Shipper or Guarantor.~~

3.6 **Available In-Service Capacity.** Through September 30, 2013, Shipper shall have the right to acquire any available unsubscribed firm capacity on FEP's pipeline system, including any unsubscribed capacity resulting from any expansion of the Pipeline, after such expansion is placed in service, for a minimum contract term commencing on the first day of the calendar month following the date of Shipper's request, for the then-remaining Primary Term of the Transportation Agreement, at a negotiated monthly reservation rate of \$7.4527/Dth and a negotiated commodity rate of \$0.00/Dth and solely those rates and charges set forth in Sections 2.1, 2.2, and 2.4 above, and Fuel Gas and Lost and Unaccounted For Gas in accordance with FEP's Tariff. In order to obtain such capacity, Shipper must submit a binding request in writing for such additional capacity under this Section 3.6 as may be posted as available by FEP from time to time on its FERC interactive website, in accordance with the provisions of FEP's Tariff. FEP shall accept any such request, subject only to additional capacity availability and FEP not having received a competing request for any capacity requested by Shipper which is still pending at the time of receipt of Shipper's request (a "Pending Request") with an equal or higher value, as computed pursuant to FEP's Tariff. If the Pending Request has an equal value, the capacity shall be awarded pursuant to the terms of FEP's Tariff. In the event that Shipper and additional Foundation Shippers submit requests for capacity with an equal value for which there are not any Pending Requests which under FEP's Tariff are to be considered by FEP at the same time, then FEP shall allocate the affected capacity on a prorated basis in accordance with such requests. FEP shall treat any such request as a prearranged bid for capacity under the provisions of FEP's Tariff, as in effect from time to time, if FEP's Tariff requires FEP to conduct an open season before such capacity may be awarded to Shipper. In the event Shipper acquires additional capacity pursuant to this Section 3.6, FEP and Shipper will execute a new firm transportation service agreement reflecting the terms and conditions contained in this Section 3.6, which shall reflect the rights set forth in Sections 2.5, 2.6, 3.4, 3.5, and 3.7 of this Agreement. If an expansion of the Pipeline is constructed in conjunction with any extension of the Pipeline, the rights set forth in this Section 3.6 shall apply only to that capacity of such expansion which is in excess of the capacity of such extension of the Pipeline.

3.7 **Succession and Assignment.**

(a) (i) The Transportation Agreement may only be assigned in accordance with the express provisions of FEP's Tariff or in accordance with the permanent capacity release provisions of FEP's Tariff. No assignment of the Transportation Agreement, nor any permanent or temporary release of capacity under the Transportation Agreement, will transfer any rights which apply only to "Foundation Shippers" under the terms of FEP's Tariff, other than a permitted assignment in whole of the Transportation Agreement to a single shipper. If Shipper partially assigns the Transportation Agreement or permanently releases a portion of the capacity under the Transportation Agreement, Shipper shall maintain its Foundation Shipper status if Shipper's Contract MDQ under this Transportation Agreement at all times is at least 375,000 Dth/day (the "Minimum Capacity Commitment").

(ii) To the extent that Shipper at any time permanently releases all or any portion of its capacity under the Transportation Agreement, at a rate greater than the rate paid by Shipper for such permanently released capacity, no portion of any such greater rate shall be credited to or otherwise received by Shipper, but shall instead be retained in whole by FEP; provided, this provision shall not apply to any permanent release by Shipper to any **BHPMMGJ** Entities, as that term is defined in Section 3.7(b) below, for so long as such entities remain **BHPMMGJ** Entities. If Shipper permanently releases capacity under the Transportation Agreement to a BHP Entity at a rate greater than the rate paid by Shipper for such permanently released capacity, then, to recognize the fact that Shipper will no longer be liable to FEP for reservation charges with respect to such capacity (and subject to any limits imposed by the FERC), any credit to Shipper shall be limited to the product of: (a) the difference between (i) Shipper's Fixed Negotiated Monthly Base Reservation Rate set forth in Section 1.2 above that would have been charged to Shipper, and (ii) the reservation rate paid by the replacement shipper **BHPMMGJ** Entity for the permanently released capacity; and (b) the capacity, in dekatherms, so released on a permanent basis to the **BHPMMGJ** Entity. Shipper shall retain all of its rights under the Transportation Agreement with respect to any capacity under

the Transportation Agreement which is not assigned or permanently released by Shipper. In entering into any permanent release: (a) Shipper shall retain the sole right to exercise any rights under Sections 2.6 or 3.6 above, and in any notice to FEP from Shipper shall indicate on behalf of which entity such right is being exercised; (b) no such permanent release shall result in Shipper and any BHPMMGJ Entities exercising rights under Section 2.6 above with respect to greater volumes than therein specified; and (c) any such election by Shipper shall bind Shipper and any BHPMMGJ Entities and FEP shall be entitled to rely on such elections.

(b) FEP acknowledges that Shipper may, from time to time, seek to reallocate the Contract MDQ held by Shipper among shippers that are directly or indirectly owned, and are controlled by, BHPMMGJ Arkansas, LLC ("BHPMMGJ Entities") which shall include Shipper. For purposes of this provision, "controlled by" means the possession of the power to direct or cause the direction of the management and policies of another, whether through the ownership of voting securities, by contract, or otherwise. FEP agrees that: (a) to the extent requested by Shipper and allowed by law, which shall include applicable FERC regulations and policies, including any waiver of the capacity release rules that Shipper obtains from FERC, FEP will allow a maximum of five separate reallocations of the Contract MDQ among the BHPMMGJ Entities during the Primary Term, as the same may be extended, in minimum quantities no less than 25,000 Dth per day, by the execution of individual firm transportation service agreements by such entities; and (b) if the BHPMMGJ Entities collectively have a contract maximum daily quantity derived from the Contract MDQ that equals the Minimum Capacity Commitment, each of such entities' firm transportation service agreements shall have all of the attributes of this Agreement, as if such entities were a Foundation Shipper, for so long as all such entities remain owned and controlled by BHPMMGJ; provided, however, that the rights set forth in this Section 3.7(b) and in Sections 2.6 and 3.6 above may be exercised by Shipper only and Shipper's allocation among the BHPMMGJ Entities of any capacity obtained pursuant to Sections 2.6 and 3.6 above shall be binding for all the BHPMMGJ Entities; and provided further, that the Guaranty Credit Support required in Section 3.5(b) above shall remain in effect and endure for the benefit of each of the MMGJ Entities with respect to such firm transportation service agreements, regardless of the creditworthiness of the shippers thereunder. FEP shall, with respect to any reallocation of capacity under this provision, have the right to refer such allocation to FERC for FERC's approval prior to the effectiveness of such reallocation. No reallocations of capacity will result in any increase in the capacity subject to Shipper's rights as a Foundation Shipper under the terms of FEP's Tariff, above the quantity of such capacity as it may decrease from time to time.